



# SECTION A – GENERAL

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## I. Responsibilities

Whenever a policy specifies the responsibility of the Director, an Associate Director, the Human Resources Manager, a department head/division leader, or other manager, authority to act may be delegated to an appropriate assistant. Responsibility for the action, however, lies with the cognizant manager.



## II. Nondiscrimination and Affirmative Action

### II.1. Nondiscrimination

The Laboratory is committed to a discrimination-free workplace and neither condones nor tolerates practices that discriminate against any person employed or seeking employment on the basis of race, color, religion, marital status, national origin, ancestry, sex, gender identity, pregnancy (including childbirth and medical conditions related to pregnancy and childbirth), sexual orientation, physical or mental disability, medical condition (cancer-related or genetic characteristics) as defined in California Government Code Section 12926, status as a covered veteran (Vietnam-era veteran or special disabled veteran or any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized, or recently separated veterans), age, or citizenship or any other basis protected by law. This policy applies to all employment practices, including recruitment, selection, promotion, transfer, merit increase, salary, training and development, demotion, and separation. This policy is intended to be consistent with the provisions of applicable State and Federal laws and University Policies. [See Section D.II.4. for Laboratory policy on sexual harassment](#), and [Procedure D.II.4. for sexual harassment complaint resolution procedure](#).

### II.2. Affirmative Action

It is the policy of the Laboratory to undertake affirmative action, consistent with its obligations as a Federal contractor, for minorities and women, for persons with disabilities, and for special disabled veterans, Vietnam-era veterans, and any other veterans who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

#### II.2.1. Medical Condition

"Medical condition," as used in Section A.II.1, means "health impairment related to or associated with a diagnosis of cancer or a record or history of cancer" or "genetic characteristics," as defined in the California Fair Employment and Housing Act, Government Code Section 12926 (h).

## III. Definitions

General terms used in this Manual are defined below.

### III.1. Absence without Pay

Absence without pay is any scheduled work period during which an employee is off pay status and is either not eligible for an approved leave without pay or is eligible for an approved leave without pay, but no leave has been authorized.

### III.2. [Appendix A](#)

*Appendix A* is the controlling document for reimbursement of personnel and related expenses incurred under [Contract 48](#) <http://labs.ucop.edu/internet/comix/> between The Regents of the University of California and DOE.

### III.3. Applicant

An applicant is anyone who has applied for a posting or who has responded to an advertisement for a specific vacancy or who has interviewed on site for a specific vacancy.



## III.4. Appointment Codes

An Appointment Code is a two-letter code used to designate the nature of an individual's employment at the Laboratory. Current Laboratory Appointment Codes are provided in the Laboratory [Workforce Planning Options Chart](#).

## III.5. Break in Service

A break in service is any separation from employment status. A term appointment followed by another appointment, without an absence from employment, is not a break in service. Processing separation forms for the specific purpose of transferring an employee to or from the Los Alamos National Laboratory, the Lawrence Berkeley National Laboratory, or the University does not constitute a separation from employment. A leave of absence without pay is not a separation from employment. A return to pay status from an approved leave without pay, or on the next working day following a separation, is not a break in service.

## III.6. Career Employee

A career employee is an individual employed by the Laboratory to work 50% time or more for an indefinite period, or for a definite period of one year or longer.

An employee in any of the following categories is a career employee for the purposes of these personnel policies, unless specific provision is made otherwise within a policy.

### III.6.1. On-the-Job Trainee/Apprentice/Post-College Appointee

An on-the-job trainee, apprentice, or post-college appointee is an individual employed to work full time in a training status and for whom there is the prospect of continuing Laboratory employment upon successful completion of the training period.

### III.6.2. Postdoctoral Research Staff Member

Recent Ph.D.'s or equivalents may be appointed as Postdoctoral Research Staff Members to perform basic research assignments that allow the individual an opportunity to acquire further scientific training and to develop professional maturity in independent research. ([See Procedure A.III.6.2.](#))

### III.6.3. Probationary Employee

A probationary employee is a career employee who has not completed the probationary period of employment specified in the offer of employment.

### III.6.4. Term Appointee

A term appointee is an individual employed to work for a specified period, usually at least one year but no more than five years. ([See Procedure A.III.6.4.](#))

### [A III 6 6 procedure](#) III.6.6. Flexible Term Employee

A flexible term employee is an individual hired by the Laboratory for a limited duration assignment of at least 1,000 hours over the 12 consecutive month period following hire, not to exceed a total of six (6) years from date of hire without a six-month break in service, unless a one-time extension for a period of up to one year is granted by the Laboratory Director. A temporary employee (fixed- or indeterminate-time) who attains 1,000 hours of qualifying service ([see Section A.III.6.6.1.](#)) in a rolling 12-month period starting on or after January 1, 2001, becomes a flexible term employee effective the first of the month following attainment of the



1,000 hours. Only those flexible term employees initially hired as indeterminate-time employees who automatically convert to flexible term employee status in this fashion are eligible to work on an indeterminate time basis.

### **III.6.6.1. Qualifying Service for Automatic Conversion of Temporary or Non-Career Indeterminate-Time Employee to Flexible Term Employee**

Qualifying service for the purpose of conversion to flexible term employee status is time on regular pay status at the Laboratory on or after January 1, 2001, as a non-student temporary employee (fixed- or indeterminate-time). Time on regular pay status includes paid sick and vacation leave and other paid leave, but does not include paid overtime, on-call hours, or other ancillary pay.

### **III.6.7. Upper Management Personnel**

Upper management appointments are reserved for Laboratory managers in positions designated as such by the Laboratory Director.\* Personnel so designated will be informed in writing of this classification. Such appointments may be terminated at will at any time with or without cause. Policies related to terms and conditions of employment for [these positions](#) can be found at the [following page](#).

*\*note: When an Upper Management position is the joint appointment of a laboratory and a system wide (University or Regents) officer, appointees serve at the pleasure of both officers. Concerns raised under this policy should be addressed to both appointing authorities.*

### **III.6.8. Senior Management Group Members**

The senior Laboratory management appointments are reserved for the relatively few distinguished positions that have responsibility for defining overall Laboratory policy and direction. All senior Laboratory managers are appointed by and serve at the discretion of the Regents, the President of the University of California , or the Laboratory Director, as appropriate. Such appointments may be terminated at will at any time with or without cause. Policies related to terms and conditions of employment for these positions can be found at the following URL: [http://atyourservice.ucop.edu/employees/policies/staff\\_policies/app2toc.html](http://atyourservice.ucop.edu/employees/policies/staff_policies/app2toc.html).

### **III.7. Continuous Service**

Service is continuous if an employee is on pay status each month without a break in service. Periods on pay status before and after an approved leave without pay are continuous service. Continuous service is reestablished when an employee is re-employed from preferential or recall status.

### **III.8. Demotion**

A demotion is the change of an employee to a different classification with a lower salary range maximum.

### **III.9. Full time Employee**

A full time employee is one who is appointed 100% of the normal full time working hours. Such an employee may be either a career or a temporary employee.



## III.10. Indeterminate-Time Employee

An indeterminate-time employee is an individual employed to work a variable percent of full time, but who normally works less than 50% time, and who does not necessarily work each month.

**Conversion to Flexible Term Employee Status.** A temporary indeterminate-time employee who attains 1,000 hours of qualifying service ([see Section A.III.6.6.1.](#)) in a rolling 12-month period starting on or after January 1, 2001, becomes a flexible term employee effective the first of the month following attainment of the 1,000 hours.

**Benefits Eligibility.** If the temporary indeterminate-time employee is not already a member of the University of California Retirement Plan (UCRP) at the time the 1,000 hours of qualifying service are attained, UCRP membership becomes mandatory. [See also Section A.III.10. Indeterminate-Time Employee - Procedure.](#)

**Automatic End of Appointment.** The appointment of indeterminate-time employees, including indefinite career employees who change from a fixed-percentage time position to a variable percentage of a full time position (indeterminate-time), ends automatically following the end of a 24 consecutive month period during which the employee performs no work for the Laboratory. [See Section A.III.10. Indeterminate-Time Employee - Procedure](#) and [Section K.V.3. - End of Appointment - Inactive Indeterminate Career Employees.](#)

## III.11. Job Classification

The term "job classification" as used in these policies applies to a job title designated by a four-digit code.

## III.12. Lateral Reclassification

A lateral reclassification is the change of an employee's job classification to another job classification with the same salary range maximum.

## III.13. Leave without Pay

A leave without pay is any scheduled work period during which an employee is off pay status and the leave has been approved in accordance with [Section G.VII. of this Manual.](#)

## III.14. Limited-Time Employee

A limited-time employee is an employee who is non-exempt and thus eligible for overtime pay as specified in [Section L.II.2 Pay for Overtime .](#)

## III.15. Part-Time Employee

A part-time employee is one who is appointed to be on pay status for a specific percentage of full time each monthly or biweekly pay period and who is paid on the basis of that percentage of full time.

## III.16. Pay Status

Pay status includes any period of time for which an employee receives pay for time worked or for time on paid leave. Paid leave time includes sick leave, extended sick leave, vacation,



administrative leave with pay, holidays, or military leave with pay. Lump-sum payments for termination, vacation, and severance pay do not represent time on pay status.

### **III.17. Promotion**

A promotion is the change of an employee to a different job classification with a higher salary range maximum.

### **III.18. Reclassification**

A reclassification is a change of an employee's job classification to another job classification.

### **III.19. Rehire**

Any reemployment of an individual following a break in service, except when re-employed from recall or preferential status, is a rehire. Prior Laboratory or University service is not continuous service for purposes of personnel policies, retirement policy, or employee group health and insurance plans, unless specifically provided for in the appropriate policy.

### **III.20. Temporary Employee**

A temporary employee is an individual employed to work for the Laboratory on a fixed or indeterminate-time basis for a period of less than 1,000 hours in the twelve consecutive months following hire.

**Conversion to Flexible Term Employee Status.** A temporary employee who attains 1,000 hours of qualifying service ([see Section A.III.6.6.1.](#)) in a rolling 12-month period starting on or after January 1, 2001, becomes a flexible term employee effective the first of the month following attainment of the 1,000 hours.

**Benefits Eligibility.** If the employee is not already a member of the University of California Retirement Plan (UCRP) at the time the 1,000 hours of qualifying service are attained, UCRP membership becomes mandatory ([see Section A.III.6.6.](#) and [A.III.6.6.1.](#) and [Procedure A.III.10.](#)).

An employee in any of the following categories is a temporary employee for the purposes of applying personnel policies, unless specific provision is made otherwise within the policy or applicable procedure.

#### **III.20.1. (Deleted 01/01/01)**

#### **III.20.2. (Deleted 01/01/01)**

#### **III.20.3. Laboratory Associate**

A Laboratory Associate is an individual who, as a retired employee of the Laboratory, is receiving retirement benefits from the Public Employees Retirement System (PERS) or the University of California Retirement Plan (UCRP) and has been rehired as provided in [Procedure A.III.20.3.](#) Laboratory Associates are not career employees for purposes of Laboratory personnel policies.

### **III.21. Transfer**

A transfer is the change of an employee to another payroll account.





## **III.22. Scholar Employment Program Appointees**

Scholar Employment Program Appointees are University of California (UC) students and non-UC faculty and students who are employed by the Laboratory on a part-time or temporary basis or for a specified term, as described below. The appointment codes, benefits eligibility, salary, budget account(s), and travel/relocation eligibility for each appointment are specified in the

Laboratory [Workforce Planning Options Chart](#).

### **III.22.1. Faculty - Non-UC Appointee**

A Faculty Non-UC Appointee is a non-career employee who is a member of a high school, college or university faculty other than the University of California who is engaged in practical work or research activities at the Laboratory for the purpose of furthering their teaching or research goals. The percent time of the appointment may vary but cannot exceed 50% time or more for 12 continuous months.

### **III.22.2. SEGRF (Student Employee Graduate Research Fellow – UC) Appointee**

A SEGRF Appointee is a non-career employee who is a registered graduate student at a University of California campus designated by the Laboratory's Student Policy Committee who is participating in a graduate research fellowship offered at the Laboratory. The appointment rate typically will be 50% time during the academic year and 100% time during breaks, for a period not to exceed the completion of study or six years, whichever is earlier, unless an extension beyond six years is approved by the Laboratory Student Policy Committee.

### **III.22.3. Graduate Student Term – Non-UC Appointee**

A Graduate Student Term Non-UC Appointee is a non-career employee who is a graduate student in good standing at an accredited institution of higher education other than the University of California and is at the Laboratory for the purpose of engaging in practical work or research activities in connection with their graduate education. The work or research must further the student's educational goals and the student must intend to return to their educational institution to complete their graduate degree within one year of their last enrolled semester/quarter. The appointment rate typically will be 50% time during the academic year and 100% time during breaks, for a period not to exceed the completion of study or six years, whichever is earlier, unless an extension beyond six years is approved by the Laboratory Student Policy Committee.

### **III.22.4. Temporary Student Appointee**

A Temporary Student Appointee is a non-career employee who is a high school, college or graduate student in good standing at an accredited educational institution, including the University of California, who is engaged in practical work or research activities at the Laboratory for the purpose of furthering his or her educational goals. The percent time of appointment may vary but cannot exceed 50% time or more for 12 continuous months.

## **III.23. Vacancy**

A vacancy exists when there is a position to be filled within a department/division because of a need to replace an employee who has left or because a new position has developed.

### **III.6.2. Postdoctoral Research Staff Member–Procedure**

Recent Ph.D.'s may be employed at the Laboratory in the Postdoctoral Research Staff Member classification. ([See Appendix A](#), [Contract 48](#), *Classification Code 220.0*.)



## ***Recruitment and Selection***

Selection of Postdoctoral Research Staff Members is made by the department head/division leader following a thorough search for suitable candidates. All vacancies shall be posted in accordance with Laboratory policy. ([See Section B.I.3., "Posting Vacancies."](#))

## ***Appointment and Assignment***

Appointments shall be for one year to two years and may be renewed up to a maximum of three years.

Assignments shall be in areas of interest to Laboratory programs, of a nature that permits initial conclusions to be reached within the period of the appointment, and within the capacity, interest, and abilities of the postdoctoral appointee.

## ***Payroll Account Number***

The Budget Office will provide the Employment & Benefits Services Division with the payroll account number to be used for each Postdoctoral Research Staff Member. Direct salary and payroll burden costs will be charged to the program; general overhead support and burden costs will not be charged to the program.

## ***Employment Status***

Postdoctoral Research Staff Members are term career employees, and they are eligible for employee benefits. They are required to participate in the UCRP and are subject to the personnel policies applying to other career employees. However, Postdoctoral Research Staff Members are not provided preferential rehire rights in accordance with layoff policies, and they are not eligible for severance pay.

## ***Salary***

A postdoctoral salary rate schedule reflecting discipline and years of postdoctoral experience is established annually by the Compensation Division. The rate schedule shall be used as a guide for establishing salaries for Postdoctoral Research Staff Members.

## ***Responsibilities***

The Employment & Benefits Services Division performs its normal responsibilities for recruiting qualified applicants and for making the offer to hire Postdoctoral Research Staff Members.

The Human Resources Manager is responsible for ensuring that the employment of Postdoctoral Research Staff Members is in accordance with Laboratory procedures.

## **III.6.4. Term Appointment–Procedure**

### ***Purpose***

On occasion, specific projects of finite duration develop, and the objectives of the project can best be met by hiring an individual to a finite-term (visiting) position. The term appointment employment category is designed to meet that unusual situation.

### ***Definition***

A term appointee is an individual employed to work under [Contract 48](#) on a specific LLNL project or assignment for a period of at least one year, but no more than five years. An individual employed to work for less than one year is a temporary employee.

### ***Condition of Employment***

A term appointee may only be employed to work on a specific project or assignment for which a time completion period can be estimated. The time period, including beginning and expected



completion dates, shall be established in advance. The appointment shall end upon completion or termination of the project and shall in no case exceed a total of five years. The project or assignment must be clearly defined prior to posting the job vacancy. A term appointee may not be reassigned to another project.

### ***Terms of Employment***

A term appointee is eligible for vacation benefits, sick leave benefits, holiday pay, and participation in University group insurance plans. Participation in the UCRP is required.

A term appointee is subject to the same personnel policies as indefinite career employees. These include performance appraisals, education and training, grievance and administrative review, corrective action, and dismissal policies. However, such an employee is not provided preferential rehire rights in accordance with layoff policies and is not eligible for severance pay.

A term appointee is eligible to apply along with all other qualified candidates for any posted job vacancy.

A term appointee is eligible for consideration for a merit increase in accordance with merit-increase policies.

A term appointee will be informed as early as possible in the event that a project will be completed or will terminate prior to the ending date initially contemplated for the appointment, in which case a new separation date for the appointee will be set.

### ***Offer of Employment Letter***

The offer of employment letter shall include the following:

- a. A statement of the specific project on which the appointee will be working during the period of the appointment.
- b. A statement of the beginning and ending dates of the appointment.
- c. A statement that the appointment may end earlier if the project for which the appointee has been hired is completed or terminated prior to the established ending date.
- d. A statement that the appointee will be notified, if possible, at least two months in advance if the appointment will end earlier than the specified ending date.
- e. A statement that the appointee will be notified, if possible, at least two months in advance if the appointment is to be extended.
- f. A statement that unless notified in advance of another established ending date, the appointment will terminate on the specified ending date.

## **III.6.6. Flexible Term Employee–Procedure**

A flexible term employee is an individual hired by the Laboratory for limited duration assignments and to provide flexibility in meeting staffing needs.

### **Duration of Employment**

**Flexible Term Hires.** A flexible term employee is hired to work at least 1,000 hours over the 12 consecutive month period following hire into the flexible term position, not to exceed a term of six years from the date of hire. A flexible term employee's service cannot exceed a total of six (6) years without a six-month break in service, unless an extension is granted by the Laboratory Director. The extension can be granted one time for a period



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up to one year. A job posted as a non-student temporary position (fixed- or indeterminate-time) does not convert to a flexible term position simply because the individual to be hired has attained 1,000 hours of service necessary for UCRP membership in prior UC or Laboratory employment.

**Conversion to Flexible Term.** A temporary employee (fixed- or indeterminate-time) who attains 1,000 hours of qualifying service ([see Section A.III.6.6.1.](#)) in his/her temporary or indeterminate-time position in a rolling 12-month period starting on or after January 1, 2001, becomes a flexible term employee effective the first of the month following attainment of the 1,000 hours. Qualifying service for the purpose of attaining flexible term employee status in this fashion is time on regular pay status at the Laboratory in the temporary or non-career indeterminate-time position. ([See Section A.III.6.6.](#), [A.III.10.](#), [A.III.20.](#), and [A.III.10. Procedure](#)). The term of employment for a temporary employee who converts to flexible term employee status in this fashion ends on the end date specified at time of initial hire into the temporary position. If the employee was initially hired as an indeterminate-time employee for an indefinite period, the six (6) year maximum term starts as of the date of initial hire as an indeterminate-time employee.

**Terms of Employment.** A flexible term employee's employment is at will and may be terminated with or without cause at any time during the term of the employment. If the Laboratory elects to terminate the employment prior to the six-year maximum term or other specified ending date, the flexible term employee will receive either 30 days' notice or pay in lieu of notice as determined by the Laboratory. If the Laboratory does not elect to end the flexible term employee's employment before its established end date, then employment will end automatically on the specified ending date.

A flexible term employee is eligible for vacation benefits, sick leave benefits, holiday pay, and leaves with and without pay under [Sections G.V.](#), [VI.](#), and [VII.](#)

A flexible term employee is eligible for health and welfare benefits so long as the employee has an average paid time of 17.5 or more hours per week over successive, rolling 12-month periods starting on or after January 1, 2001.

A flexible term employee is eligible for salary increases in accordance with salary management guidelines established for this employment category.

A flexible term employee is subject to the same personnel policies as all other employees, except for the following policies, which do not apply:

<a href="#">Section B.III.8.</a>	<a href="#">Probationary Period</a>
<a href="#">Section E.II.</a>	<a href="#">Corrective Action</a>
<a href="#">Section H.</a>	<a href="#">Grievances and Administrative Review</a>
<a href="#">Section K.II.</a>	<a href="#">Layoff</a>
<a href="#">Section K.III.</a>	<a href="#">Dismissal of Career Employees</a>
<a href="#">Section K.IV.</a>	<a href="#">Release of Employees</a>



[Section K.VI.](#)      [Medical Separation](#)

## **III.6.7. Upper Management Employee - Procedure**

**Terms of Employment.** Employees in these positions may be terminated from their appointment, up to and including termination from employment, at any time with or without cause or notice. The at will status of employees appointed to these positions cannot be altered except by amendment of this policy.

An upper management employee is subject to the same personnel policies as all other employees, except for the following policies, which do not apply:

[Section B.III.8.](#)      [Probationary Period](#)

[Section E.II.](#)      [Corrective Action](#)

[Section H.](#)      [Grievances and Administrative Review](#)

[Section K.II.](#)      [Layoff](#)

[Section K.III.](#)      [Dismissal of Career Employees](#)

[Section K.IV.](#)      [Release of Employees](#)

[Section L.II.10.](#)      [Severance](#)

## **III.6.8. Senior Laboratory Management Group Employee - Procedure**

**Terms of Employment.** Employees in these positions (the joint appointment of a laboratory and a systemwide [University or Regents] officer), termination shall be subject to the concurrence of such officer. When appropriate, the Laboratory Director will coordinate with the Vice President—Laboratory Management.

These Laboratory personnel are covered by UC Senior Management Group Policy, [SMG Policy II-64 Termination of Appointment](#).

## **III.10. Indeterminate-Time Employee—Procedure**

Temporary employees may be hired by the Laboratory on a variable time basis (indeterminate-time) to meet intermittent needs for specialized skills and to provide additional support during periods of heavy workloads.

**Variable Work Schedules.** An indeterminate-time employee does not work a regular work schedule on a continuing basis and does not necessarily work each month; however, the hours worked should generally be less than 50% time per month and should not exceed 1,000 hours in any 12 consecutive month period starting on or after January 1, 2001.

**Membership in UCRP.** Membership in UCRP and eligibility for related benefits at time of hire depend on whether the employee has prior qualifying UC or Laboratory service, as follows.

**Employee Has Prior UC or Laboratory Service.** If an indeterminate-time employee has attained 1,000 hours of regular paid time in qualifying UC or Laboratory employment



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during the 12-month period starting on or after January 1, 2001 and ending on date of hire, membership in UCRP is mandatory and the employee is eligible for related health and welfare benefits, depending on percent time worked. To remain eligible for coverage by group insurance plans, the employee must maintain an average paid time of 17.5 or more hours per week over successive, rolling 12-month periods. NOTE: The fact that the employee is eligible for UCRP membership at time of hire does not mean that the employee automatically converts to flexible term employee status at time of hire. Conversion to flexible term employee status is based on time served in a Laboratory temporary (fixed- or indeterminate-time) position, as provided in [Section A.III.6.6.1](#).

**Employee Does Not Have UC or Laboratory Service in Prior 12 Months.** If the employee does not have UC or Laboratory service during the 12-month period starting on or after January 1, 2001, and ending on date of hire, the employee is not eligible for UCRP membership at time of hire. UCRP membership will become mandatory, however, in the event the employee attains 1,000 hours of regular paid time in qualifying UC or Laboratory employment during any rolling 12-month period starting on or after January 1, 2001.

**Conversion to Flexible Term Employee Status.** A temporary indeterminate-time employee who attains 1,000 hours of qualifying service ([see Section A.III.6.6.1](#)) in a rolling twelve-month period starting on or after January 1, 2001, automatically converts to flexible term employee status on the first of the month following attainment of the 1,000 hours ([see Section A.III.6.6.](#), [A.III.6.6.1](#), and [Procedure A.III.6.6.](#)).

**Posting of Positions.** All job vacancies for temporary positions (fixed- or indeterminate-time) are to be posted in accordance with Laboratory posting procedures. A vacancy does not occur and posting is not required when a temporary employee automatically converts to flexible term employee status under the provisions of [Section A.III.6.6. \(Policy and Procedure\)](#), [A.III.6.6.1.](#), [A.III.10. \(Policy and Procedure\)](#) and [A.III.20](#).

**Time Reporting.** All employees in indeterminate time status report work time and paid leave time on an hour-for-hour basis to the nearest half-hour.

**Pay.** All employees in indeterminate-time status are considered limited-time employees for pay purposes and are paid biweekly for compensable hours (hours worked, plus any approved paid leave or holiday time) in the biweekly pay period.

**Vacation and Sick Leave.** All employees in indeterminate-time status who are on pay status one-half or more of the working hours of a month accrue sick leave credits for that month proportionate to the number of hours on pay status (excluding any paid overtime hours) during that month. Indeterminate-time employees earn vacation leave credit based on the number of hours on pay status that month. All Laboratory policies pertaining to the use and accrual of vacation and sick leave apply except that sick leave may not be used unless the employee has been scheduled to work. Use of sick leave is limited to the number of hours the employee was expected to work.

**Holidays.** All employees in indeterminate-time status who are on pay status one-half or more of the working hours, excluding holiday hours, in a month in which the holiday(s) falls are eligible for holiday pay proportionate to the number of hours on pay status during that month. Payment





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for the holiday will be made the month following the month in which the holiday(s) falls. An indeterminate-time employee is not eligible for holiday pay for a holiday that occurs before the first day of work for a new or rehired employee or after the last day of work for a terminating employee. An indeterminate-time employee who works on a holiday is paid for the time worked, plus proportionate holiday pay, provided the employee has been on pay status one-half or more of the working hours of the month.

**Probationary Period/Performance Appraisals.** An indeterminate-time employee does not serve a formal probationary period. A supervisor should conduct a written performance appraisal annually.

**Application for Career Positions.** An indeterminate-time employee may apply for any Laboratory career fixed-percent-time vacancy and will be considered along with all other qualified applicants for the position.

**Career Status After Change to Indeterminate-Time.** An indefinite career employee who changes from a fixed-percent-time position to a variable percentage of a full time position (indeterminate time) without a break in service (a break in service is any termination from employment status) continues to be an indefinite career employee. However, both indefinite career status and the appointment end automatically following the end of a 24 consecutive month period during which the employee performs no work for the Laboratory. See **Automatic End of Appointment** below for additional detail.

**Separation of Indeterminate-Time Employees.** Indeterminate-time employees who are not indefinite career employees may be released in accordance with [Section K.IV. Release of Employees](#). Indeterminate-time employees who are not indefinite career employees and who are to be terminated because of lack of work or funds, are given written notice by the Human Resources Manager in advance of the ending date of the indeterminate-time appointment. See [Section K.V.](#)

**Automatic End of Appointment.** The appointment of indeterminate-time employees, including indefinite career employees who change from a fixed-percentage time position to a variable percentage of a full time position (indeterminate-time), ends automatically following the end of a 24 consecutive month period during which the employee performs no work for the Laboratory.

The 24-month period begins the first of the month following the month in which the employee last performed work for the Laboratory. The effective date of the termination is the first of the 25<sup>th</sup> month. See [Section K.V.3. – End of Appointment – Inactive Indeterminate Career Employees](#).

Written notice of the automatic end of the appointment shall be provided as follows:

If, as of May 1, 2001, an indeterminate-time employee has performed no work for the Laboratory for 24 or more consecutive months, the employee shall be given at least 90 days notice by the Human Resources Manager before the automatic end of the appointment becomes effective.

If, as of May 1, 2001, an indeterminate-time employee has performed no work for the Laboratory for between 12 and 23 consecutive months, and continues to perform no work



for the Laboratory for up to a total of 24 consecutive months, the employee shall be given at least 60 days notice by the Human Resources Manager before the automatic end of the appointment becomes effective.

If, as of May 1, 2001, an indeterminate-time employee has performed no work for the Laboratory for between 0 and 11 consecutive months, and continues to perform no work for the Laboratory for up to a total of 24 consecutive months, the employee shall be given at least 30 days notice by the Human Resources Manager before the automatic end of the appointment becomes effective.

### **III.20.3. Laboratory Associate–Procedure**

At the discretion of the cognizant Associate Director, retired Laboratory employees whose services are subsequently required may be rehired as Laboratory Associates.

#### ***Definition***

Laboratory retirees are those individuals who have retired from the Laboratory and are receiving retirement benefits from the Public Employees Retirement System (PERS) or the University of California Retirement Plan (UCRP).

#### ***Appointment***

Laboratory Associates are appointed as either Exempt or Nonexempt Employees based on the nature of their assignment. They may be employed to work on an indeterminate-time basis or for a fixed percent of full time, but must not work more than 49% of full time in any month. Retirees should work less than 1,000 hours in a rolling 12 month period .

Appointments may be made for up to one year and may be terminated at any time at the discretion of the cognizant Associate Director. Renewal of the appointment requires the approval of the cognizant Associate Director.

#### ***Employment***

Posting is not required for Laboratory Associate assignments.

The salary offer is determined based on the level of the Laboratory Associate assignment. If the level of the assignment is comparable to the assignment held before retirement, the salary offer will normally be based on the annual full-time-equivalent salary of the retiree at the time of termination. [See Severance Pay Policy \(Section L.II.10.4.\) for rules governing reemployment of individuals who have received severance pay.](#)

#### ***Benefits***

Laboratory Associates retain eligibility for 100% of their regular annuitant benefits but cannot contribute to the University of California Retirement Plan (UCRP).

#### ***Application for Career Positions***

Laboratory Associates may apply for any Laboratory career vacancy and will be considered along with all other qualified applicants. Individuals who accept career assignments become career employees and, as such, are required to join the UCRP. University retirement income and benefits will cease.

#### ***Long-Distance Travel***

Laboratory Associates who, in conjunction with retirement, relocate more than 50 miles away from the Laboratory than their previous residence are eligible for reimbursement for personal round-trip and local travel, lodging, and per diem during the time spent at LLNL to perform job





duties. Travel reimbursement is limited to \$1,000 per trip and may not exceed \$5,000 per year, unless pre-approved by the Human Resources Manager. Laboratory Associate travel reimbursement must be in accordance with allowable expenses under LLNL standard Travel Policy.